

EMPLOYER - EMPLOYEE DISPUTE RESOLUTION AGREEMENT

This Mutual Agreement to Arbitrate ("Agreement") is entered into by and between the undersigned employee ("Employee") and Westlake Services, Inc., a California Corporation d/b/a Westlake Financial Services, including any and all subsidiary companies including but not limited to Wilshire Consumer Credit, Westlake Flooring, Western Funding, hereinafter ("Company") as of the date specified below. Recognizing that differences may arise between Company and the Employee arising out of or relating to the Employee's employment with the Company or the termination of that employment, and recognizing that resolution of any such differences in the courts is time consuming and expensive for both parties, the Company and the Employee hereby enter into this Agreement in order to establish and gain the benefits of a speedy, impartial and cost-effective dispute resolution procedure.

1. AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER

Employee hereby agrees to submit to binding arbitration before a neutral arbitrator all disputes and claims arising out of submission of my employment application or any and all disputes that may arise out of or already exist related to my employment or relationship with Employer, whether during or after that employment, including, but not limited to claims for wages or other compensation due; claims for breach of any contract or covenant, express or implied; tort claims; claims for discrimination, including but not limited to discrimination based on race, sex, religion, national origin, age, marital status, sexual orientation, handicap, disability or medical condition; claims for benefits, except as excluded in the following paragraph; and claims for violation of any federal, state or other governmental constitution, statute, ordinance or regulation. I understand that this Agreement to Arbitrate applies to claims that pre-exist or may pre-exist the date of this Agreement. The claim will be submitted to binding arbitration before a neutral arbitrator.

I understand and acknowledge that I am waiving my right to a jury trial. Employee further understand that any binding arbitration must be brought in the employee name as an individual and not as a plaintiff or a class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Such arbitration shall be conducted in accordance with the rules of the arbitration association or service from which the arbitrator is selected (e.g., American Arbitration Association, JAMS, ADR, ARC etc.) and will be governed by Federal Arbitration Act (9 U.S.C §2 et seq.). If employment is in California, California Code of Civil Procedure §1280 et seq. will also govern such arbitration to the extent that California law is not contradictory to or preempted by federal law. The Employer will pay the Arbitrator's fees and all costs associated with the arbitration hearing as described below. Discovery will be more than minimal and will be adequate to permit you to prepare your case for hearing as determined by the arbitrator. The arbitrator will be empowered to grant any type of relief which would be available to Employee or Company in a Superior Court action with the exception of punitive damages or injunctive relief. The arbitrator will be required to render his or her decision in writing.

2. CLAIMS NOT COVERED BY AGREEMENT

This Agreement does not apply to or cover claims for workers' compensation benefits; claims for unemployment compensation benefits; claims by the Company for injunctive and/or other equitable relief for unfair competition and/or the unauthorized disclosure of trade secrets or confidential information; and claims based upon an employee pension or benefit plan, the terms of which contain an arbitration or other non-judicial dispute resolution procedure, in which such case the provisions of such plan shall apply.

3. ARBITRATION PROCEDURE

The arbitration will be conducted by an impartial arbitrator experienced in employment law selected from either the Judicial Arbitration and Mediation Services ("JAMS"), Alternative Resolution Services ("ARS") or the American Arbitration Association ("AAA") at the election of the Company in accordance with the applicable entity's then-current employment arbitration rules (except as otherwise provided in this agreement). The Arbitrator selected shall apply the substantive law of the state in which the claim arose, or federal law, or both, as applicable to the Claims asserted. The Employee and the Company expressly agree, however, that the Company will pay the Arbitrator's fees and arbitration expenses and any other costs associated with the arbitration hearing (recognizing, however, that each side bears its own deposition, witness, expert and attorneys' fees and other expenses as and to the same extent as if the matter were heard in a court of law). If, however, any party prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, or if there is a written agreement providing for fees and costs, then the Arbitrator may award reasonable attorneys' fees to the prevailing party or in accord with the written agreement. Any dispute as to the reasonableness of any fee or cost shall be resolved by the Arbitrator.

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4. CONSIDERATION

Each Party's promise to forego court proceedings and to resolve Claims by arbitration in accordance with the provisions of this Agreement is consideration for the other Party's like promise.

5. TERM, MODIFICATION AND REVOCATION

This Agreement shall survive the employment relationship between the Company and the Employee and shall apply to any Claim whether it arises or is asserted during or after termination of the Employee's employment with the Company. This Agreement can be modified or revoked only by a writing signed by both parties that references this Agreement and specifically states an intent to modify or revoke this Agreement.

6. CONSTRUCTION AND ENFORCEABILITY

Any issue or dispute concerning the formation, applicability, interpretation or enforceability of this Agreement, including any claim or contention that all or any part of this Agreement is void or voidable, shall be subject to arbitration as provided herein. The arbitrator, and not any federal, state or local court or agency, shall have authority to decide any such issue or dispute. The decision of an arbitrator on any such issue or dispute, as well as on any Claim submitted to arbitration as provided in this Agreement, shall be final and binding upon the parties. If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce and/or confirm an arbitration award. Except as otherwise provided in this Agreement, both the Company and the Employee agree that neither party shall initiate or prosecute any lawsuit or administrative action which relates in any way to any Claim covered by this Agreement.

7. NOT AN EMPLOYMENT AGREEMENT

This Agreement is not, and shall not be construed to create, any contract or covenant of employment, express or implied.

8. ENTIRE AGREEMENT

This is the complete agreement of the parties on the subject of arbitration of Claims. This Agreement supersedes any prior or contemporaneous oral or written agreement or understanding on the subject. In executing this Agreement, neither party is relying on any representation, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement.

9. VOLUNTARY AGREEMENT

The Employee acknowledges that he or she has carefully read this Agreement, that Employee understands its terms, that all understandings between the Employee and the Company relating to the subjects covered in this Agreement are contained in it, and that Employee has entered into this Agreement voluntarily and not in reliance on any promises or representations by the Company other than those contained in this Agreement itself.

I have read, understand, acknowledge and agree to the terms set forth in this agreement. Executed on the date herein.

DATE: 05/04/2015


EMPLOYEE SIGNATURE

Jeanine P. Cohen
PRINT NAME

DATE: 05/04/2015


COMPANY REPRESENTATIVE

VERONICA RIVERA - SR. RECRUTER
PRINT NAME & TITLE